

Section 2. Scheduling

Days off shall be scheduled sufficiently in advance to be consistent with operating necessities and the convenience of the employee except for emergency situations of the employee which preclude such prior arrangements.

ARTICLE XVII SICK LEAVE

Section 1. Policy

It is the policy of Macoupin County to provide protection for its full-time employees against loss of income because of illness or injury. Full-time employees shall be eligible for sick leave only after completion of the probation period.

Section 2. Accrual and Use

- a) Effective September 1, 2005 all current employees will be credited with an additional twelve (12) accrued sick days. All full-time employees who have completed probation shall accrue sick leave at the rate of twelve (12) days per year of employment which may be used at any time. Sick leave shall accrue at the rate of one (1) day for each month of service. Sick leave shall be used only for illness, disability or injury of the employee or for appointments with doctors, dentists or other licensed medical practitioner. The employee may also elect to use sick leave in the event of illness, disability or injury of a member of an employee's immediate family or household. For purposes of definition, the immediate family shall be husband, wife, mother, father, brother, sister, children or any relative or person actually living in the employee's household for whom the employee has custodial responsibility.
- b) Sick leave may be used in increments of not less than one-half ($\frac{1}{2}$) day nor more than sixty (60) days per illness or injury. By mutual agreement with the elected official, sick leave may be used in increments of not less than one (1) hour.
- c) Sick leave may be accumulated up to two-hundred forty (240) days; however, an employee may only use sixty (60) sick leave days for a single illness. An employee may file for IMRF disability and use sick days in addition to the sixty (60) day limit for a single illness while the employee is waiting for payment from IMRF.

Section 3. Procedures

- a) All foreseeable sick leave shall require reasonable advance notice to the Elected Official. An Elected Official may direct an employee who appears ill to leave work for the protection of

the health of the other employees. Compliance with such an order will not be charged to sick leave for the first day and the employee shall be paid regular wages for such first day.

- b) An employee on sick leave for five (5) days, or more, may be required by the Elected Official to provide a physician's, dentist's or other licensed medical practitioner's statement prior to returning to work. An employee on sick leave longer than ten (10) days shall notify the Department Head at least one (1) day in advance of the employee's desire to return to work.

Section 4. Service Connected Injury or Illness

- a) An employee who suffers an on-the-job injury or contracts a service connected illness, shall be granted an initial leave with full pay amounting to three working days without utilization of any accumulated sick leave or other benefits. In case of absence thereafter, such employee shall be permitted to use accumulated sick leave should the employee see fit to do so.
- b) In the event such on-the-job injury or service connected illness becomes the subject of an award of the Illinois Industrial Commission or is otherwise compensated for under applicable law, the employee shall remit immediately to the Employer the dollar equivalent which equals payment received as sick leave days and the employee's sick leave account shall be credited with the number of sick leave days for which the employee has reimbursed the Employer.

Section 5. Abuse of Sick Leave

- a) Failure to return to work after recovery from illness or injury necessitating sick leave will subject the employee to discipline under the provisions of this Agreement.
- b) An employee making a request for leave under this Article or who takes leave under this Article for any purpose other than permitted herein may be subject to discipline under the provisions of this Agreement, up to and including discharge.

Section 6. Retirement

No payment shall be made to employees, upon retirement or other termination of employment, for any accumulated, unused sick leave. This provision shall not affect an employee's rights under Illinois Municipal Retirement Fund.

ARTICLE XVIII **LEAVES OF ABSENCE**

Section 1. Eligibility

Employees shall be eligible for leaves of absence after completion of the probationary period.

Section 2. Application of Leave

Any request for a leave of absence shall be submitted in writing by the employee, if physically able, to the Elected Official. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for leave of absence shall be furnished to the employee in writing by Elected Official.

Any request for a leave of absence shall be answered promptly. Requests for emergency leaves (for example, family sickness, death, or catastrophic event) shall be granted without delay.

A request for a short leave of absence -- a leave not exceeding one (1) month -- shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

When an employee returns from any leave of absence permitted by this Agreement, the Employer shall return the employee to the same or similar position in the same position classification in which the employee was incumbent prior to the commencement of such leave, seniority permitting. If the employee does not have the seniority, the layoff provisions of this Agreement shall apply.

Section 3. Paid Leaves

- a) Bereavement Leave: In the event of sickness or death in the family of an employee including spouse, parents, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, an employee shall be granted three (3) days leave of absence with full pay to make household adjustments, arrange for medical services, or to attend funeral services. Other one (1) day requests may be granted by the Employer. Employees may also use other forms of paid time off.
- b) Jury Duty: Leave will be granted to bargaining unit employees for time spent in petit jury, coroner's inquest, and grand jury service. Such employees shall sign a waiver of any compensation otherwise due them for serving on such jury. (Employees serving for coroner's inquest may keep any additional compensation). Coroner's inquest service shall not lead to any request for overtime pay.
- c) Civic Duty: Employees required to appear before a court or other public body by subpoena or other process on any matter not related to their work and in which they are not personally involved (as a plaintiff or defendant) may request a leave of absence to perform their civic duty and shall be granted a leave of absence with pay for the period necessary to fulfill their civic responsibilities.

- d) Military Leave: Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity. An employee who is a member of a reserve component of the armed services or the Illinois National Guard shall be granted annual training leave. The County shall pay the difference between the government allowance and the employee's base salary for no more than two (2) weeks per year. Military training leave shall be granted without the loss of other leave time.

Any bargaining unit employee mobilized to active duty shall continue in pay status and receive the amount of pay he/she would have received had the employee continued active employment, minus the amount of base pay for military service.

Such employees shall retain and accumulate seniority while in pay status.

An activated employee shall be entitled to all Employer paid insurance benefits and to continue to purchase optional benefits available to active employees until the leave ends.

Accumulated time (e.g. vacation, holidays, personal and compensatory) may be utilized consistent with applicable collective bargaining provisions prior to an employee being mobilized to active duty. The Employer is encouraged to make every reasonable effort to accommodate an employee's wishes, and the parties shall work cooperatively to resolve any disputes in an expeditious fashion.

Any such accumulated time not utilized prior to an employee's mobilization to active duty may be used, at the employee's discretion, up to a maximum of 30 days, prior to his/her return to active employment; or may be used consistent with applicable collective bargaining provisions after his/her return. Any time not used shall be made available for use by employees upon return to active employment without loss of any accumulated time (including personal time) not used.

Sick time may be utilized consistent with the provisions of the Collective Bargaining Agreement. Any unused sick time shall remain on the books for use by the employee upon his/her completion of active duty.

Employees subject to this Section shall earn vacation and sick leave credits while on active duty at the same rate they would earn them if they had continued active employment.

An employee who has been stationed in the continental United States shall be entitled to one (1) week of pay and benefits upon completion of active duty. An employee whose primary assignment has been other than in the continental United States shall be entitled to two (2) weeks of pay and benefits upon completion of active duty.

An employee returning to work shall be entitled to his/her position in the same worksite, in the same assignment, on the same shift, and with the same days off if such work conditions remain available upon the employee's return, seniority permitting.

An employee who is disabled prior to his/her return to work shall be entitled to a position consistent with the provisions of the Uniformed Services Employment and Re-employment Rights Act.

An employee may, if he/she so desires, return to active work status immediately upon his/her deactivation or may wait for a period of up to 90 days after his/her deactivation subject to the Uniformed Services Employment and Re-employment Act.

Nothing in this Section shall be construed as to limit, negate or restrict any and all rights to which an employee is entitled under applicable state and federal laws and regulations or the Collective Bargaining Agreement.

Section 4. Unpaid Leaves

- a) General Leave: The Employer, in its discretion may grant leaves of absence, without pay, for up to six (6) months for good and sufficient purpose. Such request shall be subject to demonstrable operational needs of the Employer and ability to fill the position on a temporary basis. Such requests shall not be unreasonably denied by the Employer.

Good and sufficient purpose shall include, but is not limited to leaves so that the employee may:

- (i) Attend to family responsibilities for care of newborn children, disabled or incapacitated family members or to respond to temporary dislocation of the family due to disaster.
- (ii) Attend a recognized college, university, trade or technical school or high school, provided that the course of instruction is related to the employee's employment opportunities with the Employer and is of potential benefits to his/her service. Before receiving the leave, or an extension thereof, the employee shall submit to the Employer satisfactory evidence that the college, university, or other school has accepted him/her as a student and, on the expiration of each semester or other school term, shall submit proof of attendance during such term.

General leaves may be extended for good cause shown.

- b) Maternity Leave: Maternity is recognized as a disability by the parties and under the law. Maternity leave is an unpaid leave. A pregnant employee may continue in her employment as long as she is physically able to perform the duties of her position, without detriment to

health, as confirmed by a physician's certificate at least six (6) weeks in advance of the expected date of delivery. The physician's certificate shall contain:

Approval of the continuation of employment;
The expected date of delivery; and
A recommended date for commencement of leave of absence for maternity reasons.

Disability due to pregnancy may be charged to accumulated sick leave under the same conditions applying to an illness. All days as determined by the attending physician that the employee be absent from work for this temporary disability may be so chargeable as sick leave. Immediately upon return to work an employee shall furnish a statement from the attending physician that the employee is able to return to duty. Upon request of the employee, maternity leave shall be granted for eight (8) weeks following the date of delivery and shall be extended due to health reasons as determined by the attending physician.

- c) Illness or Disability Leave: Employees who have utilized all their accumulated sick leave days and are unable to report back to work because of the start of or continuance of their sickness or injury, shall, upon request, receive a disability leave. During said leave the disabled employee shall provide written verification by a person licensed under the Illinois Medical Practice Act. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability unless the nature of the illness precludes the need for such frequency. Prior to requesting said leave, the employee shall inform the Employer in writing the nature of the disability and approximate length of time needed for leave. The written statement shall be provided by the attending physician. If the Employer has reason to believe the employee is able or unable to perform his/her regularly assigned duties and the employee's physician certifies he/she as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician as to the employee's ability to return to work. Such examination shall be paid for by the Employer. The Employer will not arbitrarily deny such leave request.

Section 5. Benefits During Leave

Neither holidays nor vacations shall be earned nor shall sick leave accrue during unpaid leaves of absence.

Section 6. Failure to Return From Leave

Failure to return from a leave of absence within five (5) working days after the expiration date thereof shall be cause for immediate discharge. The provisions contained herein shall not apply in cases where it was impossible for the employee to return and evidence of such is provided Employer within five (5) working days after the expiration of such leave of absence or as soon as practical.

Section 7. Prohibition Against Misuse

During any leave granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed without prior approval by the Employer. Such approval may not be unreasonably withheld. Violations of the provisions contained within this Agreement may subject the employee to discipline.

Section 8. Abuse of Leave

An employee making a request for leave of absence or who takes leave under this Article by supplying false information to the Elected Official in order to justify the reasons for such leave may be subject to discipline, including immediate discharge.

Section 9. Family and Medical Leave

Other provisions for leave notwithstanding, employees covered by this Agreement shall be entitled to the rights set forth in the Family and Medical Leave Act.

- A. Employees may take up to 12 weeks of unpaid leave in the following instances: because of the birth of a child of an employee and in order to care for such child, or upon placement of a child with the employee for adoption or foster care, or because of a serious health condition of an employee or an employee's family member.

The Employer shall maintain insurance coverage for the duration of the leave at the level coverage would have been provided if the employee had continued in his/her normal employment status.

Employees shall also be entitled to an intermittent leave.

Employees may elect to substitute any accumulated paid leave for any portion of the unpaid leave or may take such unpaid leave in addition to any paid leave for which the employee may be eligible.

- B. Any employee who takes a leave pursuant to this Section shall be entitled, upon return from such leave:
 - 1. to be restored by the Employer to the position held by the employee when the leave commenced, seniority permitting, or, if seniority does not permit, then
 - 2. to be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, seniority permitting.

ARTICLE XIX

DISCIPLINE AND DISCHARGE

Section 1. Definition

The Employers agree with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- a) Oral reprimand;
- b) Written reprimand;
- c) Suspension (notice to be given in writing); and
- d) Discharge (notice to be given in writing).

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed as soon as possible after the Employers are aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter. The Employers may impose more serious discipline when commensurate with the severity of the offense.

In any event, the actual date upon which discipline commences may not exceed forty-five (45) days after the completion of the pre-disciplinary meeting except by mutual agreement.

Section 2. Manner of Discipline

If the Employers have reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

Section 3. Investigatory Interviews

Where the Employers desire to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employers agree to first inform the employee that he/she has a right to Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a Union representative. The role of the Union representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts.

Section 4. Pre-Disciplinary Meeting

For discipline other than oral reprimands, prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employers shall notify the Local Union of the meeting and then shall meet with the employee involved and inform him/her of the reason for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be informed of their contract rights to Union representation and shall be entitled to such, if so

requested by the employee, and the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union representative shall be available within twenty-four (24) hours of notification. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 5. Oral Reprimands

In cases of oral reprimands, the supervisor must inform the employee that he/she is receiving an oral reprimand. The employee shall also be given reasons for such discipline, including any names of witnesses and copies of pertinent documents. Employees requesting the presence of a local Union steward at an oral reprimand shall not have such request denied. However, the unavailability of a local Union steward by the close of business on that day shall not be grounds to delay the issuance of the reprimand.

Section 6. Notification and Measure of Disciplinary Action

In the event disciplinary action is taken against an employee, other than the issuance of an oral reprimand, the Employers shall promptly furnish the employee and the Union in writing with a clear and concise statement of the reasons therefor. The measure of discipline and the statement of the reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the Employers shall not increase it for the particular act of misconduct which arose from the same facts and circumstances known to the Employers at the time of imposition of discipline.

Section 7. Discharge

The Employers shall not discharge any employee without just cause. If, in any case, the Employers feel there is just cause for discharge, the employee involved will be suspended pending discharge without pay for thirty (30) days. The employee and Union will be notified in writing that the employee has been suspended and is subject to discharge.

The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party. If no grievance has been filed within thirty (30) days, the discharge shall become final.

Section 8. Limitation

No oral or written reprimand may be considered in imposing more serious disciplinary action if six (6) months have passed with no incident of a similar nature.

No suspensions may be considered in imposing more serious disciplinary action if one (1) year has passed with no incident of a similar nature. Nothing in this section shall prohibit either party from proposing or agreeing to shorter or longer periods of time in resolving any individual grievances.

ARTICLE XX

GRIEVANCE PROCEDURE

Section 1. Grievance

- a) A grievance is defined as any difference, complaint or dispute between the Employers and the Union or any employee regarding the application, meaning or interpretation of this Agreement.
- b) Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). Either party may have the grievant or one grievant representing group grievants present at any step of the Grievance Procedure, and the employee is entitled to Union representation at each and every step of the Grievance Procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

Section 2. Grievance Steps

Step 1. Office Holder/Department Head

In the event the grievance is not resolved, it shall be presented in writing by the Union to the Office Holder/ Department Head or his/her designee within five (5) working days from the receipt of the answer or the date such answer was due, whichever is earliest. Within ten (10) working days after the grievance is presented, the Office Holder/ Department Head shall discuss the grievance with the Union. The Office Holder/Department Head shall render a written answer to the grievance within five (5) working days after such discussion is held and provide a copy of such answer to the Union. The written grievance shall be on a mutually agreed form which shall be provided by the Union. The written grievance shall contain a statement of the grievant's complaint, the Section(s) of the Agreement allegedly violated, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant.

Step 2. Employer-Grievance Committee

If the matter is not adjusted in Step 1, or no answer is given within the time specified, the Union, by written notice to the Employer-Grievance Committee or its designee within ten (10) working days after the Step 1 answer, or after such answer was due, as the case may be, may appeal the grievance(s) to the Employer/Union Grievance Committee. After such appeal, the Employer-

Grievance Committee and the Union shall meet to discuss the grievance which has been appealed. The Employer-Grievance Committee shall be made up with members appointed by the Chairman of the County Board

All such meetings shall take place at a time and place of mutual convenience but no later than ten (10) working days following submission of the grievance(s). After five (5) working days but within ten (10) working days of such meeting, either party may decide that the grievance(s) raises a substantial issue which should be submitted to an independent arbitrator in accordance with the procedure set forth in Step 3.

Step 3. Arbitration

- a) If the matter is not adjusted in Step 2, or no answer is given within the time specified, the Union, by written notice to the Employer within thirty (30) working days after the Step 2 answer, or after such answer was due, as the case may be, may appeal the grievance(s) to Arbitration.

If, in accordance with the above procedure, the grievance(s) is appealed to arbitration, representatives of the Employers and the Union shall meet to select an arbitrator, from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within the ten (10) working days after the meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike by coin toss. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employers and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employers and Union representative and shall be notified of the issue where mutually agreed by the parties.

- b) Arbitration Procedures: Both the parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employers or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employers.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement.

The decision and award of the arbitrator shall be final and binding on the Employers, the Union, and the employee or employees involved.

If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for the cost of its copy.

Section 3. Time Limits

Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

Section 4. Time Off, Meeting Space and Telephone Use

- a) Time Off: The grievant(s) and/or Union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. A grievant who is called back on a different shift or on his/her day off as a result of the Employers scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is pertinent to the Union's or the Employers' presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's or the Employers' investigation. No employee or Union representative shall leave his/her work to investigate, file or process grievances without first making mutual arrangements with his/her supervisor or designee as well as the supervisor of any unit to be visited, and such arrangements shall not be denied unreasonably. Employees attending grievance meetings shall normally be those having direct involvement in the grievance.
- b) Meeting Space and Telephone Use: Upon reasonable request, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances, so long as such use does not unduly interfere with the normal operations of the County. Such use shall not include any long distance or toll calls at the expense of the Employers. The steward may use the County fax machine to conduct Union business with the prior approval of the elected official.

Section 5. Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the Grievance Procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may by mutual agreement be filed at Step 3.

Section 6. Pertinent Witnesses and Information

The Union may request the production of specific documents, books, papers or witnesses reasonably available from the Employers and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials.

Section 7. Limitation on Grieving

In the event of a grievance, the employee shall perform his/her assigned work task and grieve his/her complaint later, unless the employee reasonably believes that the assignment endangers his/her safety.

ARTICLE XXI **RECORDS AND FORMS**

Section 1. Attendance Records

The Employers shall maintain accurate, daily attendance records. An employee shall have the right to review his/her time and pay records on file with the Employers.

Section 2. Records

All public records of the Employers shall be available to inspection upon written request by the Union.

Section 3. Undated Forms

No Supervisor or other person in a position of authority shall demand or request that an employee sign an undated or any blank form. No employee shall be required to sign such a form.

Section 4. Incomplete or Modified Forms

Any information placed on a form or any modification or alteration of existing information made on a form subsequent to it having been signed by an employee shall be null and void insofar as it may affect the employee, the employee's position or condition of employment. Any employee required to sign any form prepared pursuant to this Agreement shall be given a copy of it at the time the employee's signature is affixed.

Section 5. Personnel Files

- (a) Files: The Employers shall keep a central personnel file within each office for each employee which shall be confidential. Supervisors are free to keep working files where necessary but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.
- (b) Inspection: Upon written request of an employee, the Employers shall permit an employee to inspect his/her personnel file upon request subject to the following:
 - (I) Such inspection shall occur no longer than eight (8) working hours following receipt of the request;
 - (ii) Such inspection shall occur during normal business hours without loss of pay upon written request;
 - (iii) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the reasonable cost of copying;
 - (iv) Upon written authorization by the requesting employee, that employee may have a representative of the Union present during inspection of his/her personnel file and/or may designate in such written authorization that said representative may inspect his/her personnel file subject to the procedures contained in this Article;
 - (v) If the employee disagrees with any information contained in the personnel record, a removal or correction of that information may be mutually agreed upon by the Employers and the employee. If an agreement cannot be reached, the employee may submit a written statement explaining the employee's position. The Employers shall attach the employee's statement to the disputed portion of the personnel records. The employee's statement shall be included whenever that disputed portion of the personnel record is released to a third party as long as the disputed record is a part of the file. The inclusion of any written statement attached in the record without further comment or action by the Employers shall not imply or create any presumption of Employers agreement with its contents. If either the Employers or the employee places in the personnel record information which is false, the Employers or employee, whichever is appropriate, shall have remedy through the grievance procedures to have that information expunged;
 - (vi) Pre-employment information, such as reference reports, credit checks or information provided the Employers with a specific request that it remain confidential, shall not be subject to inspection or copying.

- (c) Notification: Employees shall be given notice by Employers when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

ARTICLE XXII

LABOR-MANAGEMENT/SAFETY AND HEALTH

Section 1. Committee Make-up

The parties agree to establish a joint committee on Labor-Management/Safety and Health. The Union shall designate one employee from each office, unless it would require closing of that office, and the AFSCME Staff Representative as its representatives.

Section 2. Meetings

The Committee shall meet upon request of either side but not more than once every ninety (90) days except by mutual agreement.

Section 3. Health and Safety

The Employers recognize its responsibility to provide a safe and healthful workplace and correct all hazards. At such meetings the Committee shall discuss matters of health and safety for the purpose of identifying and correcting unsafe working conditions.

- a) Where following such meetings agreement is reached as to the existence of unsafe or unhealthy working conditions, the Employers shall attempt to correct it within a reasonable time, utilizing existing budget funds.
- b) Where no agreement is reached, or where a clear and present danger exists, the Union may grieve at any time at Step 3. In the event a grievance is moved to arbitration, the arbitrator shall determine:
 - (i) Whether the claimed unsafe or unhealthy working condition exists;
 - (ii) If so, whether the Employers' proposed remedy thereof is reasonable under the relevant circumstances.

If the arbitrator determines that the claimed unsafe or unhealthy working condition exists and the Employers proposed remedy is unreasonable, he/she shall order it corrected and the Employers shall make every effort to correct it using the best means available to do it.

Provided, however, that where funds for the remedy have not been budgeted or are not available, the Employers shall make every reasonable effort to secure the necessary funds to correct the condition.

Section 4. Labor-Management

The Committee shall discuss Labor-Management relations. Items to be included in the agenda for the aforementioned Labor-Management portion of such meetings are to be submitted at least five (5) work days in advance of the scheduled dates of the meeting if at all possible. The purpose of each meeting shall be to:

- a) Discuss the administration of the Agreement.
- b) Disseminate general information of interest to the parties.
- c) Give representatives an opportunity to express their views, or to make suggestions on subjects of interest to employees of the bargaining units.

ARTICLE XXIII **INSURANCE**

Effective October 1, 2008, bargaining unit employees will begin paying 5% of the cost of the employee's premium per month.

The Employers reserve the right to change or provide alternate insurance carriers, health maintenance organizations or to self insure. The Union agrees that when changing insurance carriers, a plan identical to the current plan may not be available. New coverage and benefits will be substantially similar to the current plan among the various plans considered by the Employers. The Employers shall notify the Union at least thirty (30) days in advance of the change in insurance carriers to review the new benefits. The parties agree that an insurance committee will schedule a meeting to discuss possible changes in the insurance plan within thirty (30) days after ratification of this agreement.

ARTICLE XXIV **PENSIONS**

Section 1. Illinois Municipal Retirement Fund

During the term of this Agreement, the Employer shall continue in effect, and the employees shall enjoy the benefits, rights, and obligations of the Illinois Municipal Retirement Fund (IMRF) provided in the Illinois Pension Code, Illinois Compiled Statutes, Chapter 40 as amended or superseded. All eligible employees shall be covered by the IMRF and the Employer and employee shall make required pension contributions to this fund.

Section 2. Salary Savings Plan

The Employer will establish/maintain an approved deferred compensation plan under Section 457 of the Internal Revenue Code. The Employer will use due diligence in selecting a vendor to administer this plan, with the goal of keeping administrative costs low and providing employees with a broad selection of mutual funds and other investments.

ARTICLE XXV **WAGES**

Section 1. Base Pay Increases

Effective September 1, 2008, each employee in the bargaining unit shall receive two percent (2%) increase in their base rate of pay.

Effective September 1, 2009, each employee in the bargaining unit shall receive three percent (3%) increase in their base rate of pay.

Effective September 1, 2010, each employee in the bargaining unit shall receive four percent (4%) increase in their base rate of pay.

Section 2. Longevity

Upon their anniversary date, all bargaining unit employees shall receive annual longevity increases to their base rate or salary based on the following schedule:

| | |
|---------------------------------------------|----|
| 0-5 years | 0% |
| 6-10 years (paid at start of 6th year) | 1% |
| 10-15 years (paid at start of 11th year) | 2% |
| 15-20 years (paid at start of 16th year) | 3% |

Section 3. Stipends

Any employee receiving a stipend prior to September 1, 2004 shall continue to receive it in accordance with past practice, with the following exception; effective October 1, 2008 each

officeholder will employ only one (1) Chief Deputy. The most senior Chief Deputy working for each officeholder will retain the position and the stipend. Less senior employees will be reclassified as Clerks and shall no longer receive the Chief Deputy stipend. The amount of any remaining stipend may not be increased, decreased, or abolished without collective bargaining between the Employers and the Union.

Section 4. Starting Rate of Pay

Any employees hired into a position covered by the bargaining unit shall be hired at \$22,000 annual rate of pay. This amount shall remain in effect for the duration of the Agreement.

ARTICLE XXVI **MISCELLANEOUS PROVISIONS**

Section 1. Rules of Personal Conduct

The Employer has the right to establish reasonable rules of personal conduct relevant to the job and will notify the employees reasonably in advance of any new or modified rule.

Section 2. Procedural Work Rules

Prior to establishing a new work rule or changing existing procedural work rules or regulations, such as absent or tardy call-ins, doctors' statements for absences, parking violations and other similar matters, the Employer shall meet with the Union in a timely manner for the purpose of consultation and negotiations. Such procedural work rules and/or regulations shall either be posted or otherwise made available to affected employees.

Section 3. Limitations of this Article

Nothing in this article is intended to limit the ability of an employee or the Union on behalf of an employee to grieve employee discipline in the event that an employee is charged with the violation of one or more of the above-referenced rules. Neither do Sections 1 and 2 constitute an agreement that all existing rules are known and acknowledged by the employees and the Union.

ARTICLE XXVII **AUTHORITY OF THE CONTRACT**

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XXVIII
TERMINATION

This Agreement shall be effective as of the 1st day of September 2008, and shall remain in full force and effect until the 31st day of August, 2011. Negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

In witness whereof, the parties hereto have set their hands this 7th day of December, 2008.

FOR THE UNION:

Gary Buffin
Bargaining Representative

Jackie Pollard

Sarah Devalof

Patricia A Baem

Marianna R Scheiter

Michelle Novack

FOR THE EMPLOYERS:

Macoupin County Board

By: [Signature]
County Board Chairman

Attest: Michelle A Zippay
County Clerk

Michelle A Zippay
County Clerk-Recorder

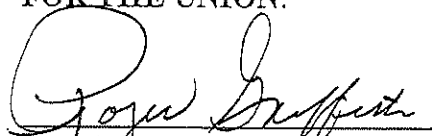
Anne Becken
Treasurer

MEMORANDUM OF UNDERSTANDING

AFSCME bargaining unit members shall automatically receive group insurance that offers the best coverage and lowest employee cost as that offered to any group of County employees through the bargaining process, mediation, arbitration or otherwise.

Additionally, during the term of the collective bargaining agreement, if other Union or non-Union employees covered by the Employer's group insurance are provided with any additional benefits, enhanced benefits, or are charged a lesser amount for group insurance benefits, then such additional benefits, enhanced benefits or lesser costs shall likewise be passed along to the bargaining unit members under this agreement.

FOR THE UNION:


Bargaining Representative

FOR THE EMPLOYERS:

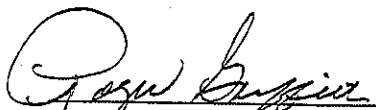
Macoupin County Board


County Board Chairman


GRIEVANCE RESOLUTION

The undersigned parties hereby agree to resolve grievance numbers RG-05-08, RG-06-08 and RG-07-08 filed by Local 3176 on behalf of the Courthouse employees working in the County Clerk/Recorder's office, Treasurer's office and the Supervisor of Assessment's office as follows:


- Effective September 1, 2009 the Employer shall begin properly paying employee longevity per the Collective Bargaining Agreement as outlined in the following example: At the start of an employee's 6th year he/she shall be given a 1% base wage increase. At the start of the employee's 7th, 8th, 9th and 10th year he/she shall also be given a 1% base wage increase. The same shall apply to the 10 thru 15 year bracket and the 15 thru 20 year bracket.
- The union will not seek any back wages for longevity payments missed prior to September 1, 2009. However, nothing in this agreement is intended to delay the paying of longevity to any employee upon reaching their 6th year, 11th year and 16th year.
- This agreement represents final and binding resolution to the above-referenced grievance and shall not be utilized for any future precedence or prejudice.


For the Union

1/7/09
Date


For the Employer

1/7/09
Date

FILED
FEB 03 2009

MACCUMBIN COUNTY CLERK